

EXHIBIT 1

Excerpts of Defendant Ceballes' Deposition Transcript

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UNITED STATES DISTRICT COURT

CLARK COUNTY, NEVADA

SANDRA M. MEZA-PEREZ, an)
individual,)
Plaintiff,)

vs.

SBARRO LLC dba SBARRO PIZZA,)
a foreign limited liability)
company, SBARRO, INC. Db)
SBARRA PIZZA, a foreign)
corporation, ZACHARY)
CEBALLES, an individual,)
EFRAIN HERNANDEZ, an)
individual, JESUS ALATORRE,)
an individual,)

Defendants.)

CASE NO.
2:19-cv-00373-APG-NJK

VIDEO DEPOSITION OF ZACHARY CEBALLES

Taken at the Law Offices of
Wolf, Rifkin, Shapiro, Schulman & Rabkin
3556 East Russell Road
2nd Floor
Las Vegas, Nevada 89120

Wednesday, February 26, 2020
9:27 a.m.

Reported by: Angela Campagna, CCR #495

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1 Q. Okay. And why was that?

2 A. Because of marriage status.

3 Q. The same reason?

4 A. Yes.

5 Q. All right. Okay. I'm about to ask you
6 a series of questions, and I want you to pause
7 before you answer because I expect your attorney and
8 I will have to what's called "make a record," okay?
9 So before you answer, pause. And then I also would
10 admonish you that if you have any doubt about
11 whether or not to answer, say so and we'll take a
12 break, okay? I want to give you and your attorney a
13 fair chance to talk to each other during the next
14 series of questions. Okay?

15 A. Okay. Yes.

16 Q. Now, other than Sandra Meza-Perez,
17 while you were the manager at Monte Carlo, did you
18 have a sexual relationship with any other employee?

19 MR. CHAPIN: John, I'm going to object. Lacks
20 foundation. Form of the question. More
21 importantly, it is an invasion of privacy of my
22 client, as well as the privacy of other employees
23 potentially. So far the record only reflects that
24 the plaintiff who is suing my client for battery,
25 false imprisonment, assault, intentional infliction

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1 of emotional distress, negligent infliction of
2 emotional distress, of course which is interference
3 with employment relationship. Those are the claims
4 brought by Ms. Perez against Mr. Ceballes. She's
5 the only one that has testified to provide evidence
6 of having a sexual relationship, unconsensual or
7 otherwise, with Mr. Ceballes. The question you're
8 asking is not reasonably calculated to lead to
9 discovery of admissible evidence. More importantly,
10 not just his privacy, but the privacy of potential
11 parties. I'm going to instruct him not to answer
12 the question.

13 MR. SAMBERG: Okay. Let me give you an offer
14 of proof. Okay. This is what I was talking about
15 when the lawyers talk to each other. And everything
16 going on here is appropriate, lawyers are doing
17 their job to do this.

18 The employment environment, the
19 context, the quality of the employment environment,
20 conduct of employees, whether there was an ongoing
21 pattern of conduct, all of these things are part of
22 the jury instructions that pertain to how to
23 interpret conduct as between the two participants in
24 this particular lawsuit. So with all due respect, I
25 disagree. I think it's discoverable and I think

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1 it's germane. And it's particularly called for as
2 something to consider as part of the jury
3 instructions for these claims.

4 More importantly, I believe there
5 has been testimony from others that there was at
6 least one relationship that resulted in the birth of
7 a child. So there has been testimony about other
8 activity that would bear on the work environment.
9 So that would be my offer of proof that it does --
10 you know, I don't know if it's still the standard,
11 but for a long time it was -- I believe it's
12 reasonably calculated to lead to the discovery of
13 admissible evidence. And I think that it's
14 particularly so because of the way the jury
15 instructions are written.

16 So that would be my offer of
17 proof. And I think that since it doesn't call for
18 attorney/client privilege, the instruction not to
19 answer isn't appropriate. And --

20 MR. CHAPIN: Go ahead.

21 MR. SAMBERG: I'm not done. So what I would
22 offer would be to stipulate that he be allowed to
23 answer these questions and we agree that we reserve
24 these objections for future motion practice as to
25 whether or not it would ever be presented to a jury

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1 if this case ever goes to trial. And I think that
2 I'm entitled to ask, and I think the instruction is
3 particularly appropriate with my offer to keep it
4 confidential until a judge has a chance to rule on
5 it.

6 MR. CHAPIN: I appreciate your offer, and let
7 me follow up and respond to that. Regarding the
8 testimony or what evidence has been offered about
9 hearsay or innuendo or rumor regarding my client and
10 potentially third parties, those names that were
11 mentioned so far on the testimony received, those
12 particular -- that name or names has not testified
13 or offered that. So their privacy is of grave
14 concern to us. Because in the event my client would
15 say something on the record, he could be subjecting
16 himself to litigation or civil action for invading
17 their privacy, especially if something is not true,
18 it was based on innuendo. That is the strongest
19 argument I'm making to instruct him not to answer
20 the question. It is private information. I think
21 there is a sphere of protection there that is
22 included in the privilege instruction to him not to
23 answer that. That's my argument.

24 Also, under the Rule 30(d)(3)
25 motions which you can -- instead of terminating the

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1 deposition, which you can do, make that argument,
2 make the motion, I'm not going to do that. But, you
3 know, that Rule 30(d)(3) motion I have regardless if
4 you make the offer or not. So that's not always
5 something that I would be able to file anyway, or
6 even a motion in limine can be forthcoming
7 regardless if he answered or not and I didn't make
8 the objection. So that's really nothing that I
9 don't have available to me anyway.

10 With that, I still am sticking
11 with -- I'm still instructing him not to answer the
12 question based on the reasons I've given. And more
13 importantly, there has been no third party that's
14 been implicated to actually say under oath that they
15 had a relationship with my client in the workplace
16 outside of the workplace before we get to whether or
17 not a child was born out of a relationship. That's
18 only been through hearsay and innuendo.

19 MR. SAMBERG: Let me expand on my offer of
20 proof. I believe names have been mentioned. So
21 here's --

22 MR. CHAPIN: They have, but not by the person
23 who's been named.

24 MR. SAMBERG: No. I heard you. So let me
25 propose something. What I propose is that we

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1 reserve all of these rights to come back if we need
2 to reopen this, but I would like to ask yes or no
3 questions without mentioning names. That way
4 privacy is preserved, no names are mentioned, and it
5 allows me to at least lay a foundation for whatever
6 law in motion practice would flow from this.

7 MR. CHAPIN: With that, without mentioning
8 names and reserving those objections, which some --
9 we don't have to reserve them, I have them anyway.

10 MR. SAMBERG: I know.

11 MR. CHAPIN: You understand that?

12 MR. SAMBERG: Yeah.

13 MR. CHAPIN: I will -- and not saying I'm
14 waiving any of my objections --

15 MR. SAMBERG: I know.

16 MR. CHAPIN: -- to form, foundation, I'll
17 allow regarding anonymous questions or no names
18 being mentioned.

19 MR. SAMBERG: Correct.

20 MR. CHAPIN: That's fine.

21 MR. SAMBERG: Got it. Okay. And thank you
22 for that accommodation. And I agree --

23 MR. CHAPIN: And my objections are not waived
24 or -- anything the rules allow me under Rule 30 I
25 have regardless, I'm not waiving those.

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1 MR. SAMBERG: They are sacrosanct. They shall
2 remain unassailed by me or anybody on my team that
3 you've allowed -- by allowing these questions you're
4 giving up any of this stuff. Everybody has said
5 what they're going to say, and thank you for letting
6 me proceed with this.

7 MR. CHAPIN: But we're limiting that to
8 potential employees of Sbarro and even time -- not
9 outside of employees.

10 MR. SAMBERG: Correct. Correct. I understand
11 this whole thing terms on the work environment, not
12 extracurricular activity.

13 MR. CHAPIN: I'm not agreeing that that's what
14 it terms on. You're making that argument, I'm not
15 agreeing to that. That's -- we can -- that's why we
16 have a lawsuit, to some part and parcel, that we're
17 disagreeing with. But that's okay.

18 Do you understand that, that it's
19 yes or no? No names mentioned; right?

20 THE WITNESS: Yes.

21 MR. SAMBERG: Okay. And again, this whole
22 diatribe is appropriate. What your lawyer and I are
23 doing is -- we have to do this to protect our
24 respective clients and the rights of others.

25 MR. HICKS: Just so that I'm clear, the

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1 question is did Mr. Ceballes have consensual
2 relations with any other employee of Sbarro?

3 MR. SAMBERG: No. I'm not going to use the
4 word "consent" or any form of the word "consent" at
5 all. That's not what I'm going to ask. What I'm
6 going to ask is yes or no -- let me just ask the
7 question.

8 BY MR. SAMBERG:

9 Q. And pause before you answer, because
10 obviously this is a sensitive issue. So pause,
11 don't answer, and then there may be more lawyer
12 talk. Don't mention names. Is that clear to you,
13 Mr. Ceballes? No names, okay?

14 A. Yes.

15 Q. All right. Now, while you were a
16 manager at Sbarro location at Monte Carlo, other
17 than Sandra did you ever have sexual relations,
18 either sexual intercourse, oral sex, anything sexual
19 in nature, in addition to Sandra, with other Sbarro
20 employees who were working at that same location
21 while you were the manager there? It's a yes or no
22 question.

23 MR. CHAPIN: I'm going to make the same
24 objection. For the record, based on foundation,
25 form of the question.

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1 And with that, you can answer.

2 With those objections.

3 BY MR. SAMBERG:

4 Q. Yeah. Yes or no, no names?

5 A. Yes.

6 Q. Now, same thing, no names. Yes or no
7 only. To your knowledge, have any of the person or
8 persons -- I'm not going to get into how many, but
9 any of the person or persons that you've had sexual
10 relations with other than Sandra, to your knowledge
11 was a child ever born from those sexual relations?

12 MR. CHAPIN: Objection. Form of the question.
13 Lacks foundation. Invades the privacy of my client
14 and potential other third parties or party.

15 You can answer.

16 BY MR. SAMBERG:

17 Q. Yes or no only.

18 A. No.

19 Q. Okay. Now, by the way, once again I
20 want to thank you for the way we resolved that.
21 Thank you. So we're all reserving our rights. We
22 may or may not come back on this, but I'm going to
23 move on at this point, okay?

24 Now, pause, continue to pause,
25 because these are all questions that are sensitive